

**BOARD OF EDUCATION
OSSINING UNION FREE SCHOOL DISTRICT
Ossining, NY**

**Work Session/Special Meeting
Roosevelt School Cafeteria**

**December 3, 2013
Work Session/Special Meeting: 7:30 p.m.**

MINUTES

Present: Mr. Bill Kress *President*; Dr. Kimberly Case, *Vice President*, Mr. Graig Galef, Ms. Dana Levenberg, Ms. Lisa Murray, Mr. Steve Wardwell

Others

Present: Mr. Raymond Sanchez, *Superintendent of Schools*, Ms. Alita Zuber, *Assistant Superintendent for Business*, Dr. Angela White, *Assistant Superintendent for Curriculum and Instruction*

Absent: Mr. Frank Schneckner

1. Call to Order – President

Board President Bill Kress called the December 3, 2013 Special Meeting of the Board of Education to order at 7:35 p.m.

2. Pledge of Allegiance

Board Trustee Lisa Murray led all those present in the Pledge of Allegiance.

Board President Bill Kress asked for a moment of silence in memory of Ms. Dolores Carr, a former Brookside School teacher who recently passed away and in memory of the four people who lost their lives during the tragic Metro-North train derailment which took place at the Spuyten Duyvil station on December 1, 2013.

3. Work Session

3.1 Harbor Square PILOT – Update

Discussions continued regarding the Harbor Square PILOT. Superintendent of Schools Mr. Raymond Sanchez provided a brief overview of the PILOT plans to develop the Ossining waterfront area known as Harbor Square. The Board reviewed an agreement prepared by Counsel between the Ossining Union Free School District and Harbor Square, LLC.

After discussion, the Board of Education reached a consensus to enter into the agreement with Harbor Square, LLC. which would benefit the District.

Bill Kress – Yes
Kimberly Case – Yes
Graig Galef – Yes
Dana Levenberg – Yes
Lisa Murray – Yes
Steve Wardwell – Yes
Frank Schneckner – Absent

Consensus: 6-0

4. Audience Recognition – Agenda Items Only

None.

5. Special Meeting: Business of the Board

Kimberly Case moved and Dana Levenberg seconded the motion to move resolution 5.1.

5.1 Resolution Regarding an Agreement Between the Ossining Union Free School District and Harbor Square, LLC

AGREEMENT made this ____ day of December, 2013, between the OSSINING UNION FREE SCHOOL DISTRICT (the “School District” or “District”), located at 190 Croton Avenue, Ossining, New York 10562, and Harbor Square, LLC, (hereinafter referred to as the “Donor”), located at 100 Summit Lake Drive, Valhalla, New York 10595.

WHEREAS, the Donor has applied to the Westchester Industrial Development Agency (WIDA) for PILOT and other WIDA benefits in order to develop property within the District (The Harbor Square Project) which is expected to minimally increase enrollment in the District; and

WHEREAS, in order to offset any adverse impact on the District, the Donor desires to make three (3) equal payments totaling Four Hundred Thousand Dollars (\$400,000.00), of which Fifty Thousand Dollars (\$50,000.00) shall be utilized to construct a playground at Park Elementary School (the “Project”); and

WHEREAS, the School District desires to accept the above-referenced donation; and

NOW THEREFORE, under this Agreement, the School District accepts the gift of the Project from the Donor, as set forth below:

1. Donor anticipates and expects that approval from the Westchester Industrial Development Agency will be approved by the local taxing jurisdictions within thirty (30) days of the execution of the within Agreement. In addition, the Developer estimates the issuance of a Building Permit from the Village of Ossining within thirty (30) days. Upon the accomplishment of the aforementioned two (2) events, the Donor will make three (3) equal payments totaling Four Hundred Thousand Dollars (\$400,000.00). As a result, Donor shall make said donation, for a total amount of Four Hundred Thousand Dollars (\$400,000.00), in accordance with the following estimated payment schedule:
 - a. On or before January 15, 2014, payment in the amount of \$133,333.33.
 - b. On or before February 15, 2014, payment in the amount of \$133,333.33.
 - c. On or before March 15, 2014, payment in the amount of \$133,333.34.

In the event that said WIDA and PILOT payment Agreement is not approved within thirty (30) days following execution of the within Agreement, said payment schedule shall be adjusted accordingly. In addition, in the event that said WIDA and PILOT payment Agreement is not approved by the affected taxing jurisdictions, the within Agreement shall be null and void.

2. Donor acknowledges and understands that the School District will not be able to proceed with the Project in the event Donor's donation is not made for the sum indicated herein.
3. Donor acknowledges and understands that the determination as to the design of the playground will be solely within the discretion of the School District.
4. This Agreement constitutes the full and complete understanding between the School District and Donor and supersedes all prior written and oral agreements, commitments or understandings with respect to the donation to be made by DONOR, except for the letter to Superintendent Sanchez from Martin Ginsburg, dated December 3, 2013, which is attached hereto.
5. This Agreement shall become binding upon execution by an authorized officer of each party.
6. The provisions of this Agreement may only be waived, modified, or changed by an amendment in writing signed by both parties. No failure by either party to insist upon any performance of the other party's obligation under this Agreement shall constitute a waiver of such obligation or a waiver of future obligations under this Agreement.
7. If any provision of this Agreement shall be determined to be invalid or unenforceable by a governmental agency or court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
8. This Agreement shall be governed in all respects by the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and, further, that they agree to each of the terms and conditions contained herein and this Agreement is executed by its duly authorized officer.

HARBOR SQUARE, LLC

**OSSINING UNION FREE
SCHOOL DISTRICT**

By: _____
Martin Ginsburg

By: _____

(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____

10. Adjournment

At 7:50 p.m. Steve Wardwell moved and Graig Galef seconded the motion to adjourn the December 3, 2013 Special Meeting of the Board of Education.

Motion carried: 6-0

Ileana Ortiz
District Clerk